

Exhibit F (part 3)

362. The City spent over \$17 million on Janssen's Risperdal. The City's most popular dosage was the 2 mg tablet. The City estimates it was overcharged at least 15% per 2 mg tablet dosage as a result of Janssen's false AWPs. This translates into an average overcharge of at least \$0.64 per dosage.

363. In connection with the wrongful conduct described herein, the J&J defendants have been investigated by the General Accounting Office and the Office of the Attorney General for the Commonwealth of Massachusetts. The publicly available results of these investigations confirm J&J's routine practice of reporting false and inflated wholesale pricing information and non-compliance with rebate obligations. J&J is also being sued by the Pennsylvania AG in connection with the same wrongdoing at issue here.

364. For example, a September 2001 GAO report documented fraudulently inflated AWPs for epoetin alpha, sold by J&J as Procrit. J&J and Amgen are identified in the *RedBook* as the only two sources for epoetin alpha.

365. J&J is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

366. J&J is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

367. Janssen now is the subject of an investigation by the Office of the Inspector General of the Office of Personnel Management concerning marketing practices for mental health drugs.

368. Ortho McNeil was subpoenaed on April 9, 2004 by the U.S. Attorney in Boston for information regarding its prescription drug marketing and sales practices.

AA. THE KING GROUP

369. As set forth in detail at Exhibit A, the City spent over \$1 million on the King Group (King and Monarch) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

370. The City alleges an intentionally false and misleading AWP for each King Group drug listed on Exhibit A.

371. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those King Group drugs for which it paid the greatest amount in 2002.

372. As an example, in 2002 alone, the City spent over \$1 million on King's Altace. The City's most popular dosage of Altace was the 10 mg capsule. The City estimates it was overcharged at least 7% per 10 mg dosage as a result of the King Group's false AWPs. This translates into an average overcharge of at least \$0.09 per dosage. (See Exhibit B).

373. In connection with the wrongful conduct described herein, the King Group is being investigated by OIG-HHS, Department of Veterans Affairs, Department of Justice, Centers for Medicaid and Medicaid Services, the Public Health Service and the Securities and Exchange Commission.

374. King disclosed in its 2003 Annual Report that it owed Medicaid and other government health programs about \$46.5 million in unpaid rebates. King estimated that it underpaid Medicaid by \$0.9 million from 1994-1997. An internal audit found that an additional \$18.9 million was due.

BB. MEDIMMUNE

375. As set forth in detail at Exhibit A, the City spent over \$4.1 million on MedImmune drugs in 2002 alone. The specific drugs paid for by the City and for which the City include those set forth set forth in Exhibit A hereto.

376. The City alleges an intentionally false and misleading AWP for each MedImmune drug listed on Exhibit A.

377. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those MedImmune drugs for which it paid the greatest amount in 2002.

378. As an example, in 2002 alone, the City spent over \$4.1 million on MedImmune's Synagis. The City's most popular dosage of Synagis was the Injectable 100 mg. The City estimates it was overcharged at least 27% per Injectable 100 mg dosage as a result of MedImmune's false AWPs. This translates into an average overcharge of at least \$335.33 per dosage. (See Exhibit B).

CC. MERCK

379. As set forth in detail at Exhibit A, the City spent over \$31.4 million on Merck drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

380. The City alleges an intentionally false and misleading AWP for each Merck drug listed on Exhibit A.

381. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Merck drugs for which it paid the greatest amount in 2002.

382. As an example, in 2002 alone, the City spent \$419,487 on Merck's Vasotec. The City's most popular dosage of Vasotec was the 20 mg tablet. The City estimates

it was overcharged at least 37% per 20 mg dosage as a result of Merck's false AWPs. This translates into an average overcharge of at least \$0.59 per dosage. (*See Exhibit B*).

383. In connection with the wrongful conduct described herein, Merck has been investigated by the U.S. Department of Justice and the Attorney General of Texas.

384. Merck also is the subject of the investigation led referred to above by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

DD. THE MYLAN GROUP

385. As set forth in detail at Exhibit A, the City spent over \$4.8 million on Mylan Group (Mylan Labs, Mylan Pharm, UDL Labs) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

386. The City alleges an intentionally false and misleading AWP for each Mylan Group drug listed on Exhibit A.

387. Although Mylan Group manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

388. Certain Mylan Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See Exhibit C*) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

389. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Mylan Group drugs for which it paid the greatest amount in 2002.

390. As an example, in 2002 alone, the City spent over \$2 million on Mylan's Nifedipine. The City's most popular dosage of Nifedipine was the 90 mg tablet, for

which there was no FUL (*See Exhibit C*). The City estimates it was overcharged at least 36% per 90 mg dosage as a result of Mylan Group's false AWPs. This translates into an average overcharge of at least \$0.83 per dosage. (*See Exhibit B*).

391. Mylan and its subsidiary UDL are among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

392. In connection with the wrongful conduct described herein, Mylan has been investigated by at least the Commonwealth of Massachusetts.

EE. THE NOVARTIS GROUP

393. As set forth in detail at Exhibit A, the City spent over \$14 million on Novartis Group (Novartis and Sandoz) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth in Exhibit A hereto.

394. The City alleges an intentionally false and misleading AWP for each drug listed on Exhibit A.

395. Although the Novartis Group manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

396. Certain Novartis Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See Exhibit C*) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

397. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Novartis Group drugs for which it paid the greatest amount in 2002.

398. As an example, in 2002, the City's most popular dosage of the Novartis Group's Antenolol was the 50 mg tablet. The City estimates it was overcharged at least 84% per 50 mg dosage as a result of the Novartis Group's false AWPs. This translates into an average overcharge of at least \$0.52 per dosage. (See Exhibit B).

399. In connection with the wrongful conduct described herein, Novartis has been investigated by at least the Office of Inspector General of the Department of Health and Human Services.

400. Geneva (now Sandoz) is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price rebate requirements.

FF. NORDISK

401. As set forth in detail at Exhibit A, the City spent over \$1.8 million on Nordisk drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

402. The City alleges an intentionally false and misleading AWP for each drug listed on Exhibit A.

403. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Nordisk drugs for which it paid the greatest amount in 2002.

404. As an example, in 2002 alone, the City spent \$702,188 on Nordisk's Novolin. The City's most popular dosage of Novolin was the injectible 70/30. The City estimates it was overcharged at least 17% per injectible 70/30 dosage as a result of Novo Nordisk's false AWPs. This translates into an average overcharge of at least \$4.08 per dosage. (See Exhibit B).

GG. ORGANON

405. As set forth in detail at Exhibit A, the City spent over \$1.5 million on Organon drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

406. Exhibit A sets forth the allegedly intentionally false and misleading AWP that Organon reported or caused to be reported for every dosage of every Organon drug for which the City paid.

407. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Organon drugs for which it paid the greatest amount in 2002.

408. As an example, in 2002 alone, the City spent over \$1.5 million on Organon's Remeron. The City's most popular dosage of Remeron was the 15 mg tablet. The City estimates it was overcharged at least 20% per 15 mg dosage as a result of Organon's false AWPs. This translates into an average overcharge of at least \$0.49 per dosage. (See Exhibit B).

HH. PAR

409. As set forth in detail at Exhibit A, the City spent over \$2 million on Par drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

410. The City alleges an intentionally false and misleading AWP for each Par drug listed on Exhibit A.

411. Although Par manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

412. Certain Par drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See Exhibit C*) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

413. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Par drugs for which it paid the greatest amount in 2002.

414. As an example, in 2002 alone, the City spent over \$633,000 on Par's Fluoxetine. One of the City's dosages of Fluoxetine was the Cap 20 mg, for which there was no FUL for the majority of 2002 (*See Exhibit C*). The City estimates it was overcharged at least 40% per Cap 20 mg dosage as a result of Par's false AWPs. This translates into an average overcharge of at least \$0.96 per dosage. (*See Exhibit B*).

415. In connection with the wrongful conduct described herein, Par has been investigated by at least the Commonwealth of Massachusetts.

416. Par is also among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

II. PURDUE

417. As set forth in detail in Exhibit A, the City spent over \$1.3 million on Purdue drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth in Exhibit A hereto.

418. The City alleges an intentionally false and misleading AWP for each Purdue drug listed on Exhibit A.

419. Given the unavailability of retail price data for OxyContin, the City cannot estimate the extent to which OxyContin's AWP was inflated.

420. OxyContin's wholesale price information also was inflated given Purdue's unlawful maintenance of a monopoly for the drug and Oxycodone-cr. In a January 5, 2004 decision, Judge Stein of the Southern District of New York declared Purdue's last three OxyContin patents to be void and unenforceable and the result of deceptive conduct before the U.S. Patent and Trademark Office. *Purdue Pharma L.P. v. Endo Pharm, Inc.* 2004 WL 26523 at * 11 (S.D.N.Y. January 5, 2004). The City's over-payments for OxyContin were exacerbated by this fraud which permitted Purdue to unlawfully impose monopoly prices for its drug since at least 1996.

JJ. RELIANT

421. As set forth in detail at Exhibit A, the City spent over \$900,000 on Reliant drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

422. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Reliant drugs for which it paid the greatest amount in 2002.

423. As an example, in 2002 alone, the City spent over \$994,000 on Reliant's Axid. The City's most popular dosage of Axid was the 150 mg capsule. The City estimates it was overcharged at least 3% per 150 mg dosage as a result of Reliant's false AWPs. This translates into an average overcharge of at least \$0.07 per dosage. (See Exhibit B).

KK. SANOFI

424. As set forth in detail at Exhibit A, the City spent over \$7.6 million on Sanofi drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

425. The City alleges an intentionally false and misleading AWP for each Ivax drug listed on Exhibit A.

426. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Sanofi drugs for which it paid the greatest amount in 2002.

427. As an example, in 2002 alone, the City spent over \$7.6 million on Sanofi's Ambien. The City's most popular dosage of Ambien was the 10 mg tablet. The City estimates it was overcharged at least 16% per 10 mg tablet dosage as a result of Sanofi's false AWPs. This translates into an average overcharge of at least \$0.38 per dosage. (*See Exhibit B*).

428. Sanofi is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

LL. THE SCHERING GROUP

429. As set forth in detail at Exhibit A, the City spent over \$19.5 million on Schering Group (Schering and Warrick) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth in Exhibit A hereto.

430. The City alleges an intentionally false and misleading AWP for each Schering Group drug listed on Exhibit A.

431. Although the Schering Group, and Warrick in particular, manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

432. Certain Schering Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See Exhibit C*) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

433. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Schering Group drugs for which it paid the greatest amount in 2002.

434. As an example, in 2002 alone, the City spent over \$2.1 million on Schering's Claritin D. The City's most popular dosage of Claritin D was the tablet 10 240 mg. The City estimates it was overcharged at least 56% per Claritin D dosage as a result of Schering's false AWPs. This translates into an average overcharge of at least \$1.52 per dosage. (*See Exhibit B*).

435. The City spent over \$2 million on Warrick's Albuterol. The most popular unit of Albuterol was the 90mcg Aerosol, for which there was no FUL in 2002 (*See Exhibit C*). The City estimates it was overcharged at least 55% per 90mcg Aerosol dosage as a result of Warrick's false AWPs. This translates into an average overcharge of at least \$10.60 per dosage. (*See Exhibit B*).

436. On July 16, 2004, it was announced that Schering has agreed to pay \$350 million in fines and plead guilty to criminal charges that it cheated Medicaid. The settlement stems from a six-year probe prompted by three whistleblowers who accused Schering of selling its products to private health-care providers for far less than it sold them to Medicaid. As part of the settlement, Schering is expected to admit it gave grants to private providers to conduct patient education and marketing programs as part of a scheme to induce them to buy the company's drugs at relatively high prices. Schering-Plough then billed Medicaid at these high prices without accounting for the offsetting grants.

437. In April 2004, Schering announced that it was paying \$27 million to settle charges brought in 2000 by the Texas Attorney General which revealed that Schering-Plough, with its subsidiary Warrick, had defrauded the State of Texas. Investigators

determined that Schering-Plough provided the greatest “spread” amongst the drug companies selling Albuterol (one of the drugs paid for by the City) in Texas, and thereby obtained the largest market share for Albuterol. Schering-Plough sold a box of Albuterol to pharmacies for \$13.50, while it charged the Texas Medicaid program \$40.30, a 200% increase. *See Cornyn Sues Three Drug Companies for Medicaid Fraud*, Press Release by the Office of the Attorney General, State of Texas, September 7, 2000 (www.oag.state.tx.us.gov).

438. This follows a 2003 announcement by Schering that it was the subject of a federal grand jury investigation and criminal investigation led by the U.S. Attorney for the District of Massachusetts. The investigation concerned (i) providing remuneration, such as drug samples, to providers to induce the purchase of Schering products for which payment was made through federal health care programs; (ii) selling misbranded or unapproved drugs; (iii) submitting false wholesale pricing information for its pharmaceutical products to the government; and (iv) destroying evidence and obstructing justice relating to the government’s investigation. *See Schering-Plough Press Release dated May 30, 2003, “Schering Plough Provides Update on Previously Reported Investigation by U.S. Attorney for District of Massachusetts.”* Schering’s Form 10-K for the year 2000 stated that this investigation focused on “whether the AWP set by pharmaceutical companies for certain drugs improperly exceeds the average prices paid by dispensers. . . and other pricing and/or marketing practices.”

439. Schering took charge of \$150 million for the fourth quarter of 2002 to reflect its estimate of the likely legal liability from the above government probe. The key basis for the government investigation was the federal anti-kickback statute, which prohibits

pharmaceutical companies from giving money or other items of value to doctors in exchange for prescribing particular products to Medicaid patients.

440. Both Schering and Warrick are among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

441. Schering also is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

442. The Schering Group is also under investigation by the Attorneys General of California, Massachusetts, Minnesota, Montana, Ohio, Pennsylvania and Wisconsin.

443. Schering was among the drug companies Congressman Stark investigated for improper Medicare/Medicaid pricing practices.

MM. SERONO

444. As set forth in detail at Exhibit A, the City spent over \$5.2 million on Serono drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those forth set forth in Exhibit A hereto.

445. The City alleges an intentionally false and misleading AWP for each Ivax drug listed on Exhibit A

446. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Serono drugs for which it paid the greatest amount in 2002.

447. As an example, in 2002 alone, the City spent over \$5.2 million on Serono's Serostim. The City's most popular dosage of Serostim was the injectible 6 mg. The

City estimates it was overcharged at least 27% per injectible 6 mg dosage as a result of Serono's false AWPs. This translates into an average overcharge of at least \$60.45 per dosage. (See Exhibit B).

448. In January 2004, Serono announced that it was under investigation by federal and state officials in respect of its marketing practices for its AIDS-related drug Serostim, one of the drugs for which New York seeks damages. The investigation focuses on possible improper sales, improper billing of State Medicaid programs and improper financial incentives to encourage doctors and pharmacists to prescribe the drug.

449. Serono received a subpoena from the U.S. Attorney's office in Boston in 2001 requesting nearly 10 years worth of documents pertaining to Serostim and in 2002 the company received similar requests from authorities in California, Florida, Maryland and New York. The criminal and civil investigations focus on whether the company violated federal and state false claims acts or anti-kickback laws, which prohibit drug companies from offering incentives to doctors to prescribe a drug covered by the government, individuals familiar with the investigations say, according to the Journal.

NN. TAKEDA

450. As set forth in detail at Exhibit A, the City spent over \$3.9 million on Takeda drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

451. The City alleges an intentionally false and misleading AWP for each Ivax drug listed on Exhibit A

452. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Takeda drugs for which it paid the greatest amount in 2002.

453. As an example, in 2002 alone, the City spent over \$3.9 million on Takeda's Actos. The City's most popular dosage of Actos was the 30 mg tablet. The City estimates it was overcharged at least 15% per 30 mg dosage as a result of Takeda's false AWPs. This translates into an average overcharge of at least \$0.36 per dosage. (See Exhibit B).

OO. TAP PHARMACEUTICAL

454. As set forth in detail at Exhibit A, the City spent over \$ 13.1 million on TAP drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

455. The City alleges an intentionally false and misleading AWP for each TAP drug listed on Exhibit A.

456. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those TAP drugs for which it paid the greatest amount in 2002.

457. As an example, in 2002 alone, the City spent over \$10.9 million on TAP's Prevacid. The City's most popular dosage of Prevacid was the 30 mg cap. The City estimates it was overcharged at least 25% per 30 mg cap dosage as a result of Tap's false AWPs. This translates into an average overcharge of at least \$0.95 per dosage. (See Exhibit B).

458. In connection with the wrongful conduct described herein, TAP has been investigated by the Department of Justice. In addition, on October 13, 2001, the United States Attorney in Boston, Massachusetts announced that TAP, a corporation that arose from a partnership between Takeda Chemical Industries Ltd. and Abbott Laboratories, a defendant herein, had agreed to pay \$875 million to resolve criminal charges and civil liabilities in

connection with its fraudulent pricing and marketing practices for the drug named Lupron®.

As part of the agreement:

(a) TAP agreed to plead guilty to a conspiracy to violate the Prescription Drug Marketing Act, 21 U.S.C. §§ 331(t) and 333(b), and to pay a \$290 million criminal fine, the largest criminal fine ever in a health care fraud prosecution. The plea agreement between the United States and TAP specifically stated that TAP's criminal conduct caused the Government losses of \$145,000,000;

(b) TAP agreed to pay the United States Government \$559,483,560 for filing false and fraudulent claims with the Medicare and Medicaid programs as a result of TAP's fraudulent drug pricing schemes and sales and marketing misconduct;

(c) TAP agreed to pay the fifty states and the District of Columbia \$25,516,440 for filing false and fraudulent claims with the States, as a result of TAP's drug pricing and marketing misconduct, and for TAP's failure to provide state Medicaid programs TAP's best price for Lupron®, as required by law;

(d) TAP agreed to comply with the terms of a sweeping Corporate Integrity Agreement that, among other things, significantly changes the manner in which TAP supervises its marketing and sales staff and ensures that TAP will report to the Medicare and Medicaid programs the true average sale price for drugs reimbursed by those programs;

(e) Abbott and Takeda (the TAP co-venturers) agreed to cooperate fully with the ongoing government investigation of TAP and its former officers and employees in exchange for the United States declining prosecution of Abbott and Takeda for conduct relating to Lupron®; and

(f) An indictment was unsealed in the District of Massachusetts against six current or former TAP employees (including an account executive, three District Managers, a National Accounts Manager and the former Vice President of Sales), and a urologist, alleging that they conspired to (i) bill Medicare for free samples of Lupron® and (ii) market Lupron® using the “spread” and the “return to practice” program.

459. At a hearing in the criminal matter, which has an extensive record, United States District Court Judge William G. Young found:

This has been a gross abuse of the Medicare/Medicaid repayment system, knowing, intelligent. You have demonstrated, and it's all been confirmed in open court, and I don't want anyone forgetting about the fact that this company, not under its present management, knowingly abused the public trust in a most, and I use my words carefully, despicable way.

United States v. TAP Pharm. Prods., Inc., No. CR-01-10354-WGY (D. Mass. Dec. 6, 2001).

460. The TAP Defendants also have been sued in connection with their fraudulent pricing and marketing practices for Lupron®, one of the drugs at issue here. *Russano v. Abbott Laboratories*, No. 01-6982 (N.D. ILL. filed Sept. 7, 2001).

461. TAP also is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

462. In connection with the wrongful conduct described herein, TAP has been sued by the Attorneys General of the States of Pennsylvania and Wisconsin.

PP. TEVA

463. As set forth in detail at Exhibit A, the City spent over \$3.7 million on Teva drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

464. The City alleges an intentionally false and misleading AWP for each Teva drug listed on Exhibit A

465. Although Teva manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

466. Certain Teva drugs listed in Exhibit A were reimbursed at certain times based on the FUL (see Exhibit C) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWPs.

467. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Teva drugs for which it paid the greatest amount in 2002.

468. As an example, in 2002 alone, the City spent over \$34,000 on Teva's Amiodarone. The City's most popular dosage of Amiodarone was the 200 mg tablet, for which there was no FUL in 2002 (*See Exhibit C*). The City estimates it was overcharged at least 80% per tablet 200 mg dosage as a result of Teva's false AWPs. This translates into an average overcharge of at least \$2.38 per dosage. (*See Exhibit B*).

469. Teva is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

QQ. THE WATSON GROUP

470. As set forth in detail at Exhibit A, the City spent over \$1.8 million on Watson Group (Watson and Watson Pharma (formerly Schein)) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth in Exhibit A hereto.

471. The City alleges an intentionally false and misleading AWP for each Watson Group drug listed on Exhibit A.

472. Although Watson Group manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

473. Certain Watson Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See Exhibit C*) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

474. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Watson Group drugs for which it paid the greatest amount in 2002.

475. As an example, in 2002 alone, the City spent over \$23,000 on Watson's Necon. The City's most popular dosage of Necon was the tablet 1135-28 for which there was no FUL in 2002. (*See Exhibit C*.) The City estimates it was overcharged at least 44% per tablet 1/35-28 dosage as a result of Watson's false AWPs. This translates into an average overcharge of at least \$0.40 per dosage. (*See Exhibit B*.)

476. In connection with the wrongful conduct described herein, Watson has been investigated by at least the United States Department of Justice, the Office of Inspector General of the Department of Health and Human Services, the Attorneys General for the states of California, Massachusetts, Montana, Pennsylvania and Wisconsin. Schein, Watson's subsidiary since 2000, has been investigated by the Office of the Attorney General of Texas in connection with a state investigation of "possible false reporting of information regarding the marketing of and prices for drugs" used to establish reimbursement rates for Texas Medicaid drugs, and has received notices or subpoenas from the attorneys general of various other states, including Florida, Nevada, California, Texas and New York. The publicly

available results of these investigations confirm Watson's routine practice of reporting false and inflated wholesale price information and non-compliance with rebate obligations.

477. Schein also reported in its 10-Q for the quarterly period ended June 24, 2000, that it was a defendant in a federal *qui tam* action brought in 1995 under the U.S. False Claims Act in the Federal District Court for the Southern District of Florida. Schein stated that it "believe[d] that the matter relates to pharmaceutical pricing issues and whether 19 allegedly improper efforts by pharmaceutical manufacturers led to increased payments by Medicare and/or Medicaid."

478. Watson also is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

RR. WYETH

479. As set forth in detail at Exhibit A, the City spent over \$6.2 million on Wyeth drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

480. The City alleges an intentionally false and misleading AWP for each Wyeth drug listed on Exhibit A.

481. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Wyeth drugs for which it paid the greatest amount in 2002.

482. As an example, in 2002 alone, the City spent over \$2.1 million on Wyeth's Protonix. The City's most popular dosage of Protonix was the 40 mg tablet. The City estimates it was overcharged at least 18% per 40 mg tablet dosage as a result of Protonix's false AWPs. This translates into an average overcharge of at least \$.50 per dosage. (See Exhibit B).

483. Wyeth also is the subject of the investigation referred to above by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is inappropriately using the Nominal Price Exception to the Best Price reporting requirements.

484. Wyeth also is the subject of an investigation by the Office of the Inspector General of the Office of Personnel Management concerning marketing practices for mental health drugs.

VII. DAMAGES TO NEW YORK CITY

485. Pursuant to N.Y. Soc. Serv. L. § 368-a, the City is mandated to pay 25% of its Medicaid costs ("Medicaid Local Share Costs"). The City's Medicaid costs exceeded \$4 billion in 2002. The City spent over \$540 million for Medicaid Pharmacy Costs alone in 2002, and over \$597 million in 2003. A substantial portion of this huge sum is the result of the inflation of prescription drug prices pursuant to the AWP scheme alleged herein, and the failure to pay the full rebate amounts required by law.

486. Applying even the most conservative estimates of improper AWP spread and failures to report accurate Best Prices and/or AMPs or pay proper rebates, these abuses result in millions of dollars in excessive payments by the City for Medicaid-covered drugs.

487. The City now seeks, *inter alia*, to recover the overpayment. Defendants' misconduct has unjustly enriched the defendants at the expense of New York's health care system, and ultimately, taxpayers in the City and State and nationwide.

VIII. FRAUDULENT CONCEALMENT

488. By controlling the process by which the AWPs or other wholesale price information for covered drugs were inflated and reported falsely to publishers, each

defendant concealed its fraudulent conduct from the City. Each defendant prevented the City from knowing what the actual pricing structures for the covered drugs were, and concealed the standard discounts, chargebacks, off-invoice transactions, free samples and other financial incentives routinely provided to lower the actual costs for its drugs.

489.

490. Each defendant concealed its fraudulent conduct by instructing drug distribution chain intermediaries not to report the prices they paid for the covered drugs.

491. Each defendant worked with and motivated provider and drug distribution chain intermediaries to halt investigations or changes in the AWP system.

492. Each defendant concealed that its calculation of Medicaid rebates, based on Best Price and AMP, did not account for all discounts, rebates or incentives as required by law.

493. Each defendant further concealed the true Best Prices and true AMPs from the federal agencies to which it reports those data.

494. Each defendant concealed that it was not paying proper rebates to the states.

495. Each defendant purposely concealed its pricing structures, promotional practices and sales figures for the covered drugs.

496. Each defendant's efforts to conceal its pricing structures for the drugs at issue is evidence that it knew that its conduct was fraudulent.

497. Thus, each defendant concealed that (i) its AWPs were highly inflated for the express purpose of causing the City to overpay for the Covered Drugs, (ii) it was manipulating the AWPs of the covered drugs, (iii) the AWPs bore no relationship to the

prices paid for, or the pricing structure of, the Covered Drugs and (iv) it was not accurately reporting its Best Prices and AMPs, and that it was not accurately calculating its Medicaid rebates.

498. Unaware of the true facts about the pricing of the Covered Drugs, and statutorily obligated to a 25% Medicaid contribution, the City has paid and continues to pay for them based upon and in reliance on the AWPs.

499. The City has been diligent in pursuing an investigation of the claims asserted in this Complaint. Only in the wake of recent Congressional hearings, DOJ, OIG and HHS reports, and settlements has the City become informed of or placed on notice regarding the extent of defendants' fraudulent conduct.

500. The City has been kept in ignorance of vital information essential to the pursuit of these claims, without any fault or lack of diligence on its part. The City could not reasonably have discovered the fraudulent nature of the published AWPs and of the Medicaid rebate amounts calculated by defendants. Because of their knowing, affirmative, and active concealment of the fraudulent nature of pricing information, defendants are estopped from relying on any statutes of limitations.

501. Any applicable statutes of limitations have been tolled by defendants' knowing and active concealment and denial of the facts alleged herein. At all times relevant the defendants have been and are under a continuing duty to disclose to the City that the AWPs they reported or caused to be reported bear no relationship to the actual prices paid for their drugs, and that the Medicaid rebates that they pay are reduced by the use of false and inaccurate pricing information.

CLAIMS FOR RELIEF

COUNT I

VIOLATION OF FEDERAL MEDICAID STATUTE, 42 U.S.C. § 1396r-8 (FAILURE TO COMPLY WITH FEDERAL MEDICAID REBATE STATUTE)

502. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

503. Each of the defendant pharmaceutical companies is a manufacturer of a Covered Drug.

504. Pursuant to 42 U.S.C. § 1396r-8, each of the defendant pharmaceutical manufacturers of single source and brand name innovator drugs entered into a rebate agreement with the Medicaid Program pursuant to which the defendant agreed to report its Best Price. Each of the defendant pharmaceutical companies likewise agreed to report its average manufacturers' price or AMP.

505. In keeping with their artificial price inflation scheme, each defendant did not report the actual Best Price or AMP but instead reported incorrect Best Prices and/or AMPs by, *inter alia*, excluding routine discounts, rebates, off-invoice transactions, free samples and other inducements offered to participants in the drug distribution chain that resulted in lower prices than the prices reported to the Medicaid Program.

506. Each of the defendants violated 42 U.S.C. § 1396r-8 by their systematic submission of untrue, incomplete, inaccurate, and misleading information used to determine the amount of rebates under the Medicaid program.

507. As set forth herein, acting with the intent to defraud and in order to obtain authorization to qualify as a provider and to provide specific goods, each defendant

made or caused to be made false statements and incorrect payments while promising that it would comply with the mandates of 42 U.S.C. § 1396r-8.

508. Defendants knew, or by virtue of their position, authority or responsibility should have known, of the falsity of pricing information submitted and that the rebates they were paying were incorrectly calculated.

509. As a result of defendants' inaccurate reporting of Best Price and/or AMPs, defendants did not comply with their obligations pursuant to the Federal Medicaid Rebate statute and the City was deprived of a portion of the rebates to which it was entitled.

COUNT II

VIOLATION OF N.Y. SOCIAL SERVICES LAW § 367(A)(7)(d) (FAILURE TO COMPLY WITH STATE MEDICAID REBATE STATUTE)

510. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

511. Each of the defendant pharmaceutical companies is a manufacturer of a Covered Drug.

512. 42 U.S.C. § 1396r-8 is incorporated by New York State's Medicaid Statute. *See* New York Social Services Law § 367-(a)(7)(d). New York law expressly provides that each of the defendants who have executed a rebate agreement are to be paid pursuant to that agreement.

513. As set forth herein, acting with the intent to defraud and in order to obtain authorization to qualify as a provider and to provide specific goods, each defendant made or caused to be made false statements and incorrect payments while promising that it would comply with the mandates of 42 U.S.C. § 1396r-8.

514. Each of the defendants thereby violated N.Y.Soc. Serv. L. § 367-(a)(7)(d) in that they submitted untrue, incomplete, inaccurate, and misleading information used to determine the amount of reimbursement under the Medicaid program and they paid incorrectly calculated rebates to the states.

515. Defendants knew, or by virtue of their position, authority and responsibility should have known, of the falsity of the pricing information submitted and that the rebates they were paying were incorrectly calculated.

516. As a result of defendants' inaccurate reporting of Best Price and/or AMPs, defendants did not comply with their obligations pursuant to the State Medicaid Rebate statute and the City was deprived of a portion of the rebates to which it was entitled.

COUNT III

VIOLATION OF NEW YORK SOCIAL SERVICES LAW § 145-b (OBTAINING PUBLIC FUNDS BY FALSE STATEMENTS)

517. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

518. New York Social Services Law § 145-b provides that “[i]t shall be unlawful for any person, firm or corporation knowingly by means of a false statement or representation, or by deliberate concealment of any material fact, or other fraudulent scheme or device, on behalf of himself or others, to attempt to obtain or to obtain payment from public funds for ... supplies furnished ... pursuant to” the Medicaid Program.

519. By engaging in the acts and practices described above, defendants have knowingly made false statements and representations or engaged in a fraudulent scheme on behalf of themselves and others, resulting in the overpayment of public funds for

defendants' prescription drugs covered by the New York Medicaid Program in violation of Soc. Serv. L. § 145-b.

520. Defendants conduct violated and continues to violate Social Services Law § 145-b because defendants, and each of them, by means of their false statements and representations and deliberate concealment of material facts attempted to obtain and did in fact obtain payment from public funds for supplies furnished pursuant to this chapter. Defendants made false "statements or representations" under § 145-b(1)(b) because they gave "a [false] report of data which serves as the basis for a claim or a rate of payment."

521. Defendants have "attempted to obtain and did obtain payment from public funds for supplies" under § 145-b(1)(c) because they obtained a portion of public funds from which payment was made, and because "public funds [we]re used to reimburse ... an entity from which payment was obtained." N.Y. Soc. Serv. L. § 145-b.

522. Defendants also have made false statements or representations "on behalf of others...to obtain payment from public funds in violation of N.Y. Soc. Serv. L. § 145-b.

COUNT IV

BREACH OF CONTRACT

523. The City realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

524. As required by 42 U.S.C. § 1396r-8, and to effectuate its purpose of reducing state Medicaid drug expenditures, each defendant entered into a Rebate Agreement with the Secretary of HHS.

525. New York Social Services Law § 367-(a)(7)(D) expressly states that any defendant who has entered into such rebate agreement with HHS, is to be reimbursed pursuant to 42 U.S.C. § 1396r-8.

526. The City, like New York State, was an intended third-party beneficiary of these rebate agreements.

527. As set forth herein, contrary to the express requirements of the Model Rebate Agreements, each defendant did not report accurate Best Prices and AMPs for its drugs or pay correct Medicaid rebates.

528. Rather, each defendant reported false and inflated Best Prices and incorrect AMPs that, among other things, excluded routine discounts, rebates, chargebacks and other inducements and incentives offered to drug selecting entities to create market share.

529. Defendants have therefore breached their rebate agreements and caused massive foreseeable damage to the City, an intended third-party beneficiary of the rebate agreement.

COUNT V

UNFAIR TRADE PRACTICES (Violations of N.Y. Gen. Bus. Law § 349 *et seq.*)

530. The City realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

531. As set forth with particularity herein and in Exhibit A, defendants herein have intentionally and wrongfully reported inaccurate, false and misleading wholesale pricing information for the Covered Drugs.

532. As alleged herein, this AWP scheme was designed to increase demand for defendants' products.

533. Defendants' intentional wrongful acts caused direct damage to tax paying consumers and the City by wrongfully increasing the City's Medicaid burden.

534. The defendants' intentional misconduct has damaged the public and the City taxpayers.

535. New York's Medicaid Statute expressly states, *inter alia*, that "[m]edical assistance for needy persons is hereby declared to be a matter of public concern and a necessity in promoting the public health and welfare." *See* Social Services Law § 363. Defendants' deceptive acts, as described herein, are in direct contravention of this statutorily articulated public policy. Defendants' practices were consumer-oriented and continue to have a broad impact on consumers and the taxpaying public.

536. The City is required by State Law to balance its budget. Every dollar spent on Medicaid is a dollar that cannot be spent elsewhere.

537. Defendants' conduct as alleged in this Complaint constitutes deceptive acts or practices in that:

(a) Defendants have failed to disclose material facts in the conduct of trade or commerce in that they have not disclosed that the wholesale pricing information they submit does not reflect the true average wholesale price of the drug products they sell, and that the "Best Prices" they report are not the actual "Best Prices" offered to other commercial entities, but are instead inflated in order to drive up the prices paid for medications by the City and deny the City proper Medicaid rebates;

(b) Defendants have made false or misleading statements of facts concerning the price of goods in that they have lied about the true wholesale pricing information

and "Best Prices" paid for their medications in order to drive up the prices paid by the City and deny the City proper Medicaid rebates;

(c) Defendants have knowingly made false representations in a transaction by representing that the wholesale pricing information provided is an accurate reflection of the average wholesale price paid for their drugs, and that their reported "best prices" are in fact the "Best Prices" offered to a commercial entity for their drugs; and

(d) Defendants have violated state and federal statutes and regulations relating to the sale or lease of goods including, without limitation, the "Best Price" requirement of the Medicaid statute, New York's Social Services Law, § 367-a, and § 145-b. These statutory and regulatory violations serve, at minimum, as predicates for the violation of New York's Gen. Bus. Law § 349.

538. The wrongful conduct alleged in this Complaint occurs and continues to occur in the ordinary course of defendants' business and has caused great harm to the City and the consumers who live there. The City has suffered actual damages because it has had to overpay millions of dollars in Medicaid pharmacy costs as a direct and proximate result of defendants' misleading and deceptive practices.

COUNT VI

FRAUD

539. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

540. As detailed in the Complaint and Exhibit A, defendants have engaged in actual fraudulent reporting of pricing information on which Medicaid reimbursements are based, and have acted intentionally and with actual malice.

541. Defendants have made false representations with knowledge of their falsity, have concealed material facts with the purpose of overcharging the City and the City has relied upon such misrepresentations. Direct, proximate and foreseeable injury has occurred as a result of such foreseeable and statutorily required reliance.

542. Defendants also had knowledge of facts or intentionally disregarded facts that created a high probability of injury to the City participants, and deliberately proceeded to act in conscious or intentional disregard of, or with indifference to, the high probability of this injury.

543. New York's Social Service Law § 366-b expressly provides that "any person who, with intent to defraud, presents for allowance or payment any false or fraudulent claim for furnishing services or merchandise, or who knowingly submits false information for the purpose of obtaining greater compensation than that to which he is legally entitled for furnishing services or merchandise, or knowingly submits false information for the purpose of obtaining authorization of furnishing services or merchandise under this title, shall be guilty of a class A misdemeanor...".

544. Defendants' knowing and intentional submission of inflated AWPs or other wholesale pricing data to publishers for the express purpose of effectuating the AWP scheme alleged herein, and their knowing and intentional failures to report accurate Best Prices and/or AMPs and failure to pay correct Medicaid rebates constitute intentional frauds pursuant to common law and New York Social Services Law § 366-b.

COUNT VII

UNJUST ENRICHMENT

545. The City realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

546. To the extent the court determines there is no contractual relationship between the City and the defendants, as a direct and proximate result of the unlawful conduct described above, defendants have been and will continue to be unjustly enriched.

547. Defendants have benefited from their unlawful acts through the increased sale of Covered Drugs with the greatest spread. It would be inequitable for defendants to retain any of their ill-gotten gains earned as a result of the scheme alleged herein, which gains would not exist but for the overpayments made by the City and other Medicaid payors.

548. The City is entitled to an accounting and the establishment of a constructive trust consisting of all overcharges paid by the City for covered drugs.

PRAYER FOR RELIEF

WHEREFORE, plaintiff the City prays for judgment against each and every defendant, jointly and severally, as follows:

549. Adjudging and decreeing that defendants engaged in the intentional fraudulent conduct alleged herein in violation of N.Y. Soc. Serv. L. §§ 367(a)(7)(d), 366-b, 145-b and 42 U.S.C. § 1396r-8;

550. Awarding the City actual, statutory, treble and all other available money damages, with interest, for defendants' violation of N.Y. Gen. Bus. Law § 349 in an amount to be determined at trial;

551. Awarding the City actual, statutory, treble, punitive and all other available money damages, with interest, for defendants' violation of N.Y. Soc. Serv. L. § 145-b in an amount to be determined at trial;

552. Awarding the City actual and compensatory damages in an amount to be determined at trial, with interest, for defendants' breach of contract;

553. Awarding the City actual and punitive damages in an amount to be determined at trial, with interest, for defendants' intentional fraud in respect of matters of significant public interest;

554. Ordering defendants each to prepare an accounting to determine the amounts defendants have illegally profited at the City's expense, and disgorgement to the City of such monies, with interest;

555. Imposing a constructive trust and ordering defendants to pay restitution to the City in the amount the City has been overcharged for Covered Drugs, with interest;

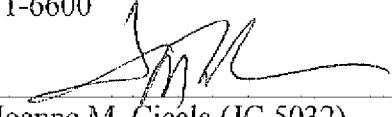
556. Awarding plaintiff the costs of the suit, including costs, reasonable attorneys' and experts' fees pursuant to N.Y. Gen. Bus. Law § 349, N.Y. Soc. Serv. L. § 145-b, and any other applicable federal and state claims.

557. Such other further and different relief as the Court deems just and proper.

Dated: August 3, 2004.

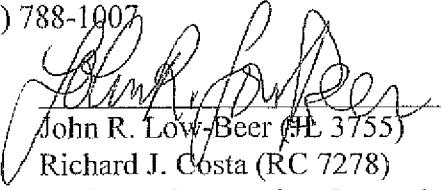
Respectfully submitted,

KIRBY McINERNEY & SQUIRE, LLP
Attorneys for the City of New York
830 Third Avenue
New York, New York 10022
(212) 371-6600

By: 

Joanne M. Cicala (JC 5032)
Roger W. Kirby (RK 4503)
Aaron D. Hovan (AH 3290)

MICHAEL A. CORDOZO
Corporation Counsel of the
City of New York
100 Church Street, Room 3-162
New York, New York 10007
(212) 788-1907

By: 

John R. Low Beer (JL 3755)
Richard J. Costa (RC 7278)
Assistant Corporation Counsels

EXHIBIT A

Defendant Manufacturer

The following issues which are or may be at issue in other proceedings in this MDL: "AMCC" refers to the Class complainant. "S" refers to Suffolk County Action. "W" refers to the Westchester County Action. "R" refers to the Rockland County action. "MA" refers to the Massachusetts AG action. "PA" refers to the Pennsylvania AG action.

EXHIBIT A

Defendant Manufacturer

Group	Individual Defendant Entity	Item/Line/Code	Description	Unit	Quantity	Ex-Factory Price	Final Amount	Percent Mediated	Net Share	
	Abbott Laboratories	00074104083	NUR-VIR	NUR-VIR	500.05	1	\$310.05	\$744,732.70	\$106,635.73	
	Abbott Laboratories	00074306860	OMNICEF	OMNICEF	CAP 300MG	\$26.90	60	\$4.28	\$162,52.13	\$96,543.70
	Abbott Laboratories	00074371180	OMNICEF	OMNICEF	SUS 125MG/5	\$42.39	1	\$42.39	\$31,762.01	\$82,454.61
	Abbott Laboratories	00074316930	OMNICEF	OMNICEF	CAP 300MG	\$128.44	30	\$4.26	\$51,083.26	\$13,525.98
	Abbott Laboratories	00071206010	OMNICEF	OMNICEF	CAP 300MG	TBD	TBD	\$10,340.58	\$4,637.65	\$3,984.93
	Abbott Laboratories	00071006720	OMNICEF	OMNICEF	CAP 300MG	TBD	TBD	\$16,289.50	\$3,731.26	
	Abbott Laboratories	00074377113	OMNICEF	OMNICEF	SUS 125MG/5	\$67.10	1	\$67.10	\$67,450.16	\$169,720.57
	Abbott Laboratories	00074401580	TRICOR	TRICOR	TAB 160MG	\$232.60	90	\$2.58	\$1,394,964.62	\$26,578.13
	Abbott Laboratories	00074400890	TRICOR	TRICOR	TAB 54MG	\$77.54	90	\$0.86	\$241,264.17	\$63,525.07
	Abbott Laboratories	00074541580	TRICOR	TRICOR	CAP 200MG	\$232.60	90	\$2.58	\$64,402.76	\$16,409.50
	Abbott Laboratories	00074424280	TRICOR	TRICOR	CAP 67MG	\$77.54	90	\$0.86	\$27,741.34	\$7,102.94
	Abbott Laboratories	00074547530	TRICOR	TRICOR	CAP 134MG	TBD	TBD	\$2,572.38	\$731.59	
	Abbott Pharm	00074286560	BLAXIN	BLAXIN	TAB 50MG	\$246.56	60	\$4.14	\$3,432,249.35	\$61,543.05
	Abbott Pharm	00074306560	BLAXIN	BLAXIN	TAB	\$275.26	60	\$4.58	\$164,773.36	\$20,548.24
	Abbott Pharm	00074356860	BLAXIN	BLAXIN	TAB 250MG	\$248.56	60	\$4.14	\$179,343.72	\$147,791.76
	Abbott Pharm	00074318913	BLAXIN	BLAXIN	SUS 250/5ML	\$71.61	1	\$7.61	\$57,046.95	\$142,121.63
	Abbott Pharm	00074316541	BLAXIN	BLAXIN	TAB	\$244.75	56	\$4.55	\$23,869.34	\$66,042.00
	Abbott Pharm	00074316513	BLAXIN	BLAXIN	SUS 125/5ML	\$37.57	1	\$37.57	\$2,146,902.98	\$53,557.49
	Abbott Pharm	00074318860	BLAXIN	BLAXIN	SUS 250/5ML	\$38.60	1	\$38.60	\$66,116.92	\$17,126.62
	Abbott Pharm	00074316350	BLAXIN	BLAXIN	SUS 125/5ML	\$20.31	1	\$20.31	\$34,806.09	\$8,572.89
	Abbott Pharm	00074296461	BLAXIN	BLAXIN	TAB 500MG	TBD	TBD	\$1,668.84	\$402.84	
	Abbott Pharm	00074621513	DEPAKOTE	DEPAKOTE	TAB 50MG EC	\$161.83	100	\$1.82	\$9,316,439.92	\$2,281,014.54
	Abbott Pharm	00074621413	DEPAKOTE	DEPAKOTE	TAB 250MG EC	\$38.48	100	\$0.98	\$4,500,028.58	\$1,109,735.05
	Abbott Pharm	00074712613	DEPAKOTE	DEPAKOTE	TAB 500MG SR	TBD	TBD	\$2,260,145.73	\$565,465.61	
	Abbott Pharm	00074621553	DEPAKOTE	DEPAKOTE	TAB 500MG EC	\$908.14	500	\$1.62	\$1,653,544.61	\$427,761.42
	Abbott Pharm	00074611443	DEPAKOTE	DEPAKOTE	SR-CAP 125 MG	TBD	TBD	\$1,028,036.11	\$260,600.89	
	Abbott Pharm	00074621463	DEPAKOTE	DEPAKOTE	TAB 250MG EC	\$492.40	500	\$0.98	\$96,073.43	\$215,641.50
	Abbott Pharm	00074621213	DEPAKOTE	DEPAKOTE	TAB 125MG EC	\$56.15	100	\$0.90	\$2,4,682.35	\$8,893.27
	Abbott Pharm	00074326113	DEPAKOTE	DEPAKOTE	ER 250MG TAB SA	\$174.78	100	\$1.75	\$17,763.83	\$144.21
	Abbott Laboratories	00074155901	ZEMPLAR	ZEMPLAR	NU 5MG/ML	\$2,641.38	100	\$26.41	\$863,454.01	\$249,722.12
	Abbott Laboratories	00074155802	ZEMPLAR	ZEMPLAR	NU 5MG/ML	\$5,282.76	100	\$52.83	\$14,988.56	\$36,247.14
	Abbott Laboratories	00074412701	ZEMPLAR	ZEMPLAR	NU 2MG/ML	\$1,058.88	100	\$10.57	\$24,148.07	\$6,210.74

Defendant Manufacturer

Group	Individual Defendant Entity	Item/Line/Code	Description	Unit	Quantity	Ex-Factory Price	Final Amount	Percent Mediated	Net Share	
	ALCON LABORATORIES, INC.	00065056605	CILOXAN	CILOXAN	SOL 0.3% OP	\$36.24	1	\$36.24	\$701,753.36	\$182,197.25
	Alcon Ophthalmic	00065056545	CILOXAN	CILOXAN	CIN 0.3% OP	\$40.56	1	\$40.56	\$84,661.21	\$41,594.08
	Alcon Ophthalmic	00065056510	CILOXAN	CILOXAN	SOL 0.3% OP	\$72.24	1	\$72.24	\$23,438.03	\$9,587.75
	Alcon Ophthalmic	00065056525	CILOXAN	CILOXAN	SOL 0.3% OP	\$19.20	1	\$19.20	\$46,121.30	\$1,895.28

EXHIBIT A

Defendant Manufacturer

Group 3

Product/Defendant/Unit	Exempt/Non-Exempt	Drug/Device	Drug/Device	Standard Amt.	Quantity	Exempt/Non-Exempt	Total Amount	Batch/Material	NC Store
Alcon Ophthalmic	000859277105	PATANOL	PATANOL SOL 1% OP	\$61.74	1	\$61.74	\$6,308.04	03	\$1,120,670.97
Alcon Ophthalmic	000856064705	TOBRADEX	TOBRADEX SUS OP	\$43.44	1	\$43.44	\$812,467.85		\$236,764.06
Alcon Ophthalmic	000856064835	TOBRADEX	TOBRADEX CIN OP	\$47.10	1	\$47.10	\$477,532.49		\$126,654.78
Alcon Ophthalmic	000856474710	TOBRADEX	TOBRADEX SUS OP	\$82.80	1	\$82.80	\$376,988.27		\$89,386.43
Alcon Ophthalmic	000850564725	TOBRADEX	TOBRADEX SUS OP	\$21.72	1	\$21.72	\$8,433.90		\$10,436.07
TOTAL									

Total Amount: \$1,120,670.97

Defendant Manufacturer

Group 3

Product/Defendant/Unit	Exempt/Non-Exempt	Drug/Device	Drug/Device	Standard Amt.	Quantity	Exempt/Non-Exempt	Total Amount	Batch/Material	NC Store
ALPHARMAN, INC.									
Allegan	00023218105	ACULEAR	ACULEAR SOL 0.5% OP	\$53.59	1	\$53.59	\$949,772.65		\$243,848.62
Allegan	00023218110	ACULEAR	ACULEAR SOL 0.5% OP	\$107.10	1	\$107.10	\$694,406.35		\$55,538.14
Allegan	00023218103	ACULEAR	ACULEAR SOL 0.5% OP	\$32.13	1	\$32.13	\$35,450.62		\$3,362.34
TOTAL									
Allegan	00023917715	ALPHAGAN	ALPHAGAN SOL 0.15%	\$94.83	1	\$94.83	\$1,951,211.80		\$397,263.09
Allegan	00023665115	ALPHAGAN	ALPHAGAN SOL 0.2%	\$108.60	1	\$108.60	\$1,104,651.28		\$230,225.31
Allegan	00023917710	ALPHAGAN	ALPHAGAN SOL 0.15%	\$63.18	1	\$63.18	\$633,972.98		\$154,117.60
Allegan	00023917705	ALPHAGAN	ALPHAGAN SOL 0.15%	\$31.61	1	\$31.61	\$596,063.63		\$15,282.43
Allegan	00023966505	ALPHAGAN	ALPHAGAN SOL 0.2%	\$36.28	1	\$36.28	\$590,639.70		\$153,002.05
Allegan	00023966510	ALPHAGAN	ALPHAGAN SOL 0.2%	\$72.49	1	\$72.49	\$541,714.76		\$135,580.23
Allegan	00023917700	ALUMIGAN	ALUMIGAN SOL 0.03%	\$100.25	1	\$100.25	\$1,186,624.50		\$206,314.71
Allegan	00023818703	LUMIGAN	LUMIGAN SOL 0.03%	\$50.13	1	\$50.13	\$475,272.89		\$122,895.86
Allegan	00023918707	LUMIGAN	LUMIGAN 0.1% EYE DROPS	TBD		TBD	\$15,535.40		\$3,226.07
TOTAL									
Alpharma	00472032616	ALBUTEROL	ALBUTEROL SYP 2MG/5ML	\$40.15	1	\$40.15	\$775,961.92		\$193,035.57
Alpharma	00472031223	ALBUTEROL	ALBUTEROL NEB 0.085%	\$30.90	1	\$30.90	\$881,518.95		\$172,153.11
Alpharma	0047203160	ALBUTEROL	ALBUTEROL NEB 0.085%	\$74.16	1	\$74.16	\$76,329.56		\$19,529.27
Alpharma	00472083130	ALBUTEROL	ALBUTEROL NEB 0.085%	\$37.08	1	\$37.08	\$33,718.78		\$8,808.58
Alpharma	00472082504	ALBUTEROL	ALBUTEROL SYP 2MG/5ML	\$11.07	1	\$11.07	\$7,599.71		\$1,009.13
Alpharma	00472082508	ALBUTEROL	ALBUTEROL SYP 2MG/5ML	\$19.38	1	\$19.38	\$38,332.07		\$5,656.12
Alpharma	00472127016	IBUPROFEN	IBUPROFEN SUS 1006ML	\$24.28	1	\$24.28	\$2,058,811.68		\$44,364.63
Alpharma	00472127094	IBUPROFEN	IBUPROFEN SUS 1006ML	\$7.26	1	\$7.26	\$390,598.89		\$97,474.75
Alpharma	00378156001	PHENYTOIN	PHENYTOIN EX CAP 100MG	TBD		TBD	\$64,394.63		\$138,564.67
Alpharma	00378156010	PHENYTOIN	PHENYTOIN EX CAP 100MG	TBD		TBD	\$492,153.50		\$124,272.82
Purpac Pharm Co	0022830311	CLONAZEPAM	CLONAZEPAM TAB 0.5MG	\$74.81	100	\$7.75	\$7,710.71		\$20,274.58
Purpac Pharm Co	0022830450	CLONAZEPAM	CLONAZEPAM TAB 1MG	\$46.38	500	\$0.81	\$7,515.45		\$17,828.16
Purpac Pharm Co	0022830350	CLONAZEPAM	CLONAZEPAM TAB 0.5MG	\$35.25	600	\$0.71	\$68,473.74		\$16,713.86
Purpac Pharm Co	0022830411	CLONAZEPAM	CLONAZEPAM TAB 1MG	\$85.51	100	\$0.86	\$82,732.31		\$16,634.19
TOTAL									

EXHIBIT A

Defendant Manufacturer

GRODZ

Defendant Manufacturer Group		Individual Defendant Entity	Common Name	Drug Name	Drug w/ Dose	Exposure/Label Quantity	Exposure/Label Unit	Fraudulent Per Unit	Total Amount	Fraudulent Per Unit X Exposure/Label	Next Step
Amgen	Amgen	Purpac Pharm Co	00228300511	CLOZAZEPAM	CLOZAZEPAM TAB 2MG	\$11841	100	\$1.18	\$19,285.94	\$19,285.94	
Amgen	Amgen	Purpac Pharm Co	00228257809	DILTIAZEN	DILTIAZEN ER CAP 240MG/24	\$107.80	90	\$1.20	\$616.49	\$616.49	
Amgen	Amgen	Purpac Pharm Co	00228256111	ENALAPRIL	ENALAPRIL TAB 20MG	\$152.53	100	\$1.52	\$245.47	\$245.47	
Amgen	Amgen	Purpac Pharm Co	00228285911	ENALAPRIL	ENALAPRIL TAB 5MG	\$102.10	100	\$1.02	\$102.10	\$102.10	
Amgen	Amgen	Purpac Pharm Co	00228285611	ENALAPRIL	ENALAPRIL TAB 10MG	\$107.21	100	\$1.07	\$107.21	\$107.21	
Amgen	Amgen	Purpac Pharm Co	00228285511	ENALAPRIL	ENALAPRIL TAB 2.5MG	\$80.36	100	\$0.80	\$80.36	\$80.36	
Amgen	Amgen	Purpac Pharm Co	00228255905	ENALAPRIL	ENALAPRIL TAB 2.5MG	\$803.69	100	\$0.80	\$803.69	\$803.69	
Amgen	Amgen	Purpac Pharm Co	00228285411	FAMOTIDINE	FAMOTIDINE TAB 20MG	\$173.95	100	\$1.74	\$16,530.16	\$16,530.16	
Amgen	Amgen	Purpac Pharm Co	00228285755	FAMOTIDINE	FAMOTIDINE TAB 40MG	TBD	100	\$1.36	\$992.00	\$992.00	
Amgen	Amgen	Purpac Pharm Co	00228285703	FAMOTIDINE	FAMOTIDINE TAB 20MG	\$173.95	100	\$1.74	\$992.00	\$992.00	
Amgen	Amgen	Purpac Pharm Co	00228285613	FAMOTIDINE	FAMOTIDINE TAB 20MG	\$82.15	30	\$1.74	\$793.27	\$793.27	
Amgen	Amgen	Purpac Pharm Co	00228285615	FAMOTIDINE	FAMOTIDINE TAB 40MG	TBD	100	\$1.36	\$992.00	\$992.00	
Amgen	Amgen	Purpac Pharm Co	00228285419	FAMOTIDINE	FAMOTIDINE TAB 40MG	TBD	100	\$1.36	\$992.00	\$992.00	
Amgen	Amgen	Purpac Pharm Co	00228285211	ISOSORB	ISOSORB MONO TAB 20MG	TBD	100	\$0.80	\$803.69	\$803.69	
Amgen	Amgen	Purpac Pharm Co	00228285950	LORAZEPAM	LORAZEPAM TAB 1MG	TBD	100	\$0.80	\$803.69	\$803.69	
Amgen	Amgen	Purpac Pharm Co	00228285750	LORAZEPAM	LORAZEPAM TAB 2MG	TBD	100	\$1.60	\$16,000.00	\$16,000.00	
Amgen	Amgen	Purpac Pharm Co	00228285910	LORAZEPAM	LORAZEPAM TAB 2MG	TBD	100	\$1.60	\$16,000.00	\$16,000.00	
Amgen	Amgen	Purpac Pharm Co	00228285310	LORAZEPAM	LORAZEPAM TAB 2MG	TBD	100	\$1.60	\$16,000.00	\$16,000.00	
Amgen	Amgen	Purpac Pharm Co	00228285710	LORAZEPAM	LORAZEPAM TAB 0.5MG	TBD	100	\$0.80	\$803.69	\$803.69	
Amgen	Amgen	Purpac Pharm Co	00228285350	LORAZEPAM	LORAZEPAM TAB 2MG	TBD	100	\$1.60	\$16,000.00	\$16,000.00	
Amgen	Amgen	Purpac Pharm Co	00228285365	LORAZEPAM	LORAZEPAM TAB 2MG	TBD	100	\$1.60	\$16,000.00	\$16,000.00	
Amgen	Amgen	Purpac Pharm Co	00228285711	METFORMIN	METFORMIN TAB 500MG	\$70.35	100	\$0.70	\$897.47	\$897.47	
Amgen	Amgen	Purpac Pharm Co	002282711	METFORMIN	METFORMIN TAB 1000MG	\$144.90	100	\$1.45	\$14,490.00	\$14,490.00	
Amgen	Amgen	Purpac Pharm Co	00228287151	METFORMIN	METFORMIN TAB 650MG	\$118.60	100	\$1.20	\$13,660.00	\$13,660.00	
Amgen	Amgen	Purpac Pharm Co	002282510	NIFEDIPINE	NIFEDIPINE CAP 20MG	\$10.00	100	\$1.01	\$11,13.85	\$11,13.85	
Amgen	Amgen	Purpac Pharm Co	00228284970	NIFEDIPINE	NIFEDIPINE CAP 10MG	\$98.95	100	\$0.60	\$8,724.11	\$8,724.11	
Amgen	Amgen	Purpac Pharm Co	00228284970	NIFEDIPINE	NIFEDIPINE CAP 10MG	\$176.25	300	\$0.59	\$3,376.97	\$3,376.97	
Amgen	Amgen	Purpac Pharm Co	00228285330	NIFEDIPINE	NIFEDIPINE CAP 20MG	\$303.00	300	\$0.61	\$2,386.02	\$2,386.02	
Amgen	Amgen	Purpac Pharm Co	00228285330	NIFEDIPINE	NIFEDIPINE CAP 20MG	\$303.00	300	\$0.61	\$2,386.02	\$2,386.02	

EXHIBIT A

Defendant Manufacturer Group		Individual Defendant Entity		Formulary Code		Drug Name		Drug w/ Dosage		Equivalent AMP		Quantity		Trade Name		Retail Amount		Trade Name		Retail Amount	
ANDRX CORPORATION	Andrx Corp	52037079444	ALBUTEROL	ALBUTEROL	AER 90MG			\$26.70	1	\$26.70	\$1,852,714.50				\$470,136.25						
ANDRX CORPORATION	Andrx Corp	52037059900	CARTIA	CARTIA	CARTIA XT CAP 240/24HR			\$16.50	90	\$2.05	\$1,152,03,07				\$224,336.60						
ANDRX CORPORATION	Andrx Corp	62037060050	CARTIA	CARTIA	CARTIA XT CAP 300/24HR			\$239.24	90	\$2.66	\$739,970.50				\$187,807.47						
ANDRX CORPORATION	Andrx Corp	62037059980	CARTIA	CARTIA	CARTIA XT CAP 180/24HR			\$30.12	90	\$1.45	\$718,649.12				\$162,454.44						
ANDRX CORPORATION	Andrx Corp	62037059740	CARTIA	CARTIA	CARTIA XT CAP 120/24HR			\$107.83	90	\$1.20	\$383,631.74				\$97,657.01						
ANDRX CORPORATION	Andrx Corp	62037059905	CARTIA	CARTIA	CARTIA XT CAP 240/24HR			\$1,025.56	500	\$2.05	\$32,885.53				\$81,424.44						
ANDRX CORPORATION	Andrx Corp	62037059905	CARTIA	CARTIA	CARTIA XT CAP 150/24HR			\$722.59	500	\$1.45	\$80,414.33				\$17,421.65						
ANDRX CORPORATION	Andrx Corp	62037059705	CARTIA	CARTIA	CARTIA XT CAP 120/24HR			\$598.06	500	\$1.20	\$28,779.27				\$7,204.72						
AMGEN INC		5551301104	ARANESP	ARANESP	ARANESP INJ 25MG/ML			\$468.76	4	\$19.50	\$37,526.08				\$56,273.38						
AMGEN INC		5561301004	ARANESP	ARANESP	ARANESP SOL 100MG/ML			\$486.75	1	\$98.75	\$17,131.27				\$4,572.16						
AMGEN INC		5551301101	ARANESP	ARANESP	ARANESP INJ 40MG/ML			\$19.50	1	\$99.50	\$18,034.50				\$4,508.63						
AMGEN INC		55513001001	ARANESP	ARANESP	ARANESP 300MG/ML VIAL			\$14.69	1	\$124.69	\$14,550.88				\$3,631.72						
AMGEN INC		55513001201	ARANESP	ARANESP	ARANESP SOL 60MG/ML			\$298.25	1	\$299.25	\$8,985.47				\$2,498.37						
AMGEN INC		55513005401	ARANESP	ARANESP	ARANESP 150MG/ML 75ML VIAL			TBD		TED	\$8,681.95				\$2,465.95						
AMGEN INC		5551301404	ARANESP	ARANESP	ARANESP 200MG/ML 5ML VIAL			TBD		TED	\$8,592.50				\$2,381.13						
AMGEN INC		55513012310	EPOGEN	EPOGEN	EPOGEN INJ 4000UML			\$5,486.70	10	\$46.67	\$3,737,743.39				\$960,130,18						
AMGEN INC		55513014410	EPOGEN	EPOGEN	EPOGEN INJ 10000UML			\$1,486.40	10	\$129.54	\$3,393,398.71				\$658,946.35						
AMGEN INC		55513014710	EPOGEN	EPOGEN	EPOGEN INJ 20000UML			\$273.34	1	\$125,151.58	\$1,210,054.52				\$301,497.95						
AMGEN INC		55513028301	EPOGEN	EPOGEN	EPOGEN INJ 100000UML			\$298.08	1	\$259.06	\$1,080,273.42				\$275,626.61						
AMGEN INC		55513014610	EPOGEN	EPOGEN	EPOGEN INJ 3000UML			\$518.20	10	\$51.82	\$302,597.30				\$99,516.38						
AMGEN INC		55513026710	EPOGEN	EPOGEN	EPOGEN INJ 40000UML			\$388.70	10	\$66.87	\$16,503.60				\$81,745.90						
AMGEN INC		555130128301	EPOGEN	EPOGEN	EPOGEN INJ 80000UML			\$546.67	1	\$56.67	\$238,866.39				\$64,596.50						
AMGEN INC		55513014401	EPOGEN	EPOGEN	EPOGEN INJ 10000UML			\$128.54	1	\$129.54	\$187,059.89				\$49,401.93						
AMGEN INC		55513012610	EPOGEN	EPOGEN	EPOGEN INJ 20000UML			\$255.10	10	\$50.00	\$147,555.66				\$37,342.97						
AMGEN INC		55513017601	EPOGEN	EPOGEN	EPOGEN INJ 40000UML			\$273.34	1	\$51.62	\$95,154.40				\$21,285.60						
AMGEN INC		55513014801	EPOGEN	EPOGEN	EPOGEN INJ 3000UML			\$38.87	1	\$38.87	\$44,489.27				\$11,122,32						
AMGEN INC		55513012001	EPOGEN	EPOGEN	EPOGEN INJ 2000UML			\$25.91	1	\$25.91	\$10,936.00				\$3,631.65						
AMGEN INC		55513012310	NEUROGEN	NEUROGEN	NEUROGEN INJ 300UML			\$1,978.00	10	\$197.80	\$4,795,283.13				\$52,221,371.61						
AMGEN INC		55513020910	NEUROGEN	NEUROGEN	NEUROGEN INJ			\$2,455.00	10	\$345.50	\$3,727,215.87				\$596,600.79						
AMGEN INC		55513024110	NEUROGEN	NEUROGEN	NEUROGEN INJ			\$2,170.00	10	\$217.00	\$2,578,902.66				\$670,782.44						
AMGEN INC		55513046110	NEUROGEN	NEUROGEN	NEUROGEN INJ 300ML			\$8,510.00	10	\$131.50	\$1,703,075.06				\$349,947.34						
AMGEN INC		55513050011	NEUROGEN	NEUROGEN	NEUROGEN INJ 300ML			\$197.00	1	\$197.00	\$493,305.09				\$126,049.57						
AMGEN INC		55513052401	NEUROGEN	NEUROGEN	NEUROGEN INJ 300ML			\$2,151.0	1	\$33.15	\$95,436.95				\$26,480.27						
AMGEN INC		55513052434	ENBREL	ENBREL	ENBREL INJ 28MG			\$122.78	4	\$125.70	\$4,617,758.37				\$1,151,666.18						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33				\$5,730,852.00						
AMGEN INC		55513061241	ENBREL	ENBREL	ENBREL INJ 25MG			\$155.70	1	\$155.70	\$34,925.33	</									

EXHIBIT A

Defendant Manufacturer	Individual Defendant	Plaintiff Case	Drug Name	Drug Strength	Equivalent Strength	Quantity	Unit Price	Procedure Fee	Total Amount	Notes/Share
ASTRAZENECA	AstraZeneca	00310040160	ACCOLATE	ACCOLATE	TAB 10MG	\$70.86	60	\$1.18	\$28,644.05	\$7,222.48
ASTRAZENECA	AstraZeneca	00310040280	ACCOLATE	ACCOLATE	TAB 20MG	\$70.86	60	\$1.18	\$28,644.05	\$14,1905.86
ASTRAZENECA	AstraZeneca	00160001631	ATACAND	ATACAND	TAB 10MG	\$40.26	30	\$1.34	\$74,323.73	\$195,440.21
ASTRAZENECA	AstraZeneca	00160003231	ATACAND	ATACAND	TAB 30MG	\$54.46	30	\$1.82	\$726,654.52	\$190,309.50
ASTRAZENECA	AstraZeneca	0016000831	ATACAND	ATACAND	TAB 8MG	\$40.26	30	\$1.34	\$74,323.73	\$4,616.15
ASTRAZENECA	AstraZeneca	0016001654	ATACAND	ATACAND	TAB 16MG	\$120.76	90	\$1.34	\$86,593.85	\$23,790.56
ASTRAZENECA	AstraZeneca	0016003254	ATACAND	ATACAND	TAB 32MG	\$163.38	90	\$1.82	\$74,162.71	\$18,177.46
ASTRAZENECA	AstraZeneca	0016000431	ATACAND	ATACAND	TAB 4MG	\$40.26	30	\$1.34	\$54,580.28	\$14,202.24
ASTRAZENECA	AstraZeneca	0016003254	ATACAND HCT	ATACAND HCT	TAB 30-12.5	TBD		\$50,993.38	\$132,890.93	\$132,890.93
ASTRAZENECA	AstraZeneca	0016001624	ATACAND HCT	ATACAND HCT	TAB 16-12.5	\$163.38	90	\$1.82	\$28,643.05	\$16,893.00
ASTRAZENECA	AstraZeneca	00310070530	CASODEX	CASODEX	TAB 50 MG	\$12.97	1	\$12.97	\$2,054,728.30	\$558,644.19
ASTRAZENECA	AstraZeneca	00310070530	CASODEX	CASODEX	TAB 50 MG	\$12.97	100	\$12.97	\$551,644.21	\$551,644.21
ASTRAZENECA	AstraZeneca	00160004031	NEXIUM	NEXIUM	CAP 40MG	\$124.33	30	\$4.14	\$10,891,443.74	\$4,473,702.07
ASTRAZENECA	AstraZeneca	00160002031	NEXIUM	NEXIUM	CAP 20MG	\$124.33	30	\$4.14	\$2,966,934.50	\$784,239.87
ASTRAZENECA	AstraZeneca	00160004054	NEXIUM	NEXIUM	CAP 40MG	\$373.01	90	\$4.14	\$5,626,267.57	\$123,705.75
ASTRAZENECA	AstraZeneca	00160002034	NEXIUM	NEXIUM	CAP 20MG	\$373.01	90	\$4.14	\$81,594.81	\$21,385.22
ASTRAZENECA	AstraZeneca	00160050402	NEXIUM	NEXIUM	CAP 40MG	\$4,144.46	100	\$4.14	\$25,545.03	\$6,533.77
ASTRAZENECA	AstraZeneca	00160050282	NEXIUM	NEXIUM	CAP 20MG	\$4,144.46	100	\$4.14	\$2,581.25	\$775.31
ASTRAZENECA	AstraZeneca	00160050288	PLENDIL	PLENDIL	TAB 10MG CR	\$202.30	100	\$2.02	\$60,503.50	\$161,212.92
ASTRAZENECA	AstraZeneca	00160045231	PLENDIL	PLENDIL	TAB 10MG CR	\$60.56	30	\$2.02	\$6,615,50.54	\$129,628.42
ASTRAZENECA	AstraZeneca	00160045158	PLENDIL	PLENDIL	TAB 5 MG CR	\$112.56	100	\$1.13	\$12,239.36	\$11,687.57
ASTRAZENECA	AstraZeneca	00160045131	PLENDIL	PLENDIL	TAB 5 MG CR	\$93.77	30	\$1.13	\$2,854,94.90	\$64,545.65
ASTRAZENECA	AstraZeneca	00160045058	PLENDIL	PLENDIL	TAB 2.5MG CR	\$112.56	100	\$1.13	\$63,710.75	\$16,733.68
ASTRAZENECA	AstraZeneca	00160045031	PLENDIL	PLENDIL	TAB 2.5MG CR	\$33.77	30	\$1.13	\$4,924.61	\$13,113.01

EXHIBIT A

Defendant Manufacturer Group		Individual Defendant Entity	Formulation/Grade	Drug Type	Price w/ Tax	Quantity	Fraudulent/AMC Quantity	Fraudulent/AMC Entity	Total Amount	Estimated Total Amount by Medicare	Net Share
		AstraZeneca	00186074231	PRILOSEC	PRILOSEC	CAP 20MG CR	\$132.90	30	\$4,43	\$29,392,803.03	\$7,565,651.53
		AstraZeneca	00186074282	PRILOSEC	PRILOSEC	CAP 20MG CR	\$442.98	100	\$4,43	\$2,972,213.52	\$749,284.74
		AstraZeneca	00186074331	PRILOSEC	PRILOSEC	CAP 40MG CR	\$180.70	30	\$6.38	\$2,420,097.94	\$630,894.02
		AstraZeneca	00186060631	PRILOSEC	PRILOSEC	CAP 40MG CR	\$118.06	30	\$3.97	\$312,483.33	\$91,394.30
		AstraZeneca	00186074368	PRILOSEC	PRILOSEC	CAP 40MG CR	\$635.69	100	\$6.35	\$313,313.47	\$81,203.71
		AstraZeneca	00186060668	PRILOSEC	PRILOSEC	CAP 160MG CR	\$398.85	100	\$3.96	\$38,140.21	\$11,322.19
		AstraZeneca	00186080682	PRILOSEC	PRILOSEC	CAP 160MG CR	\$3,988.48	1000	\$3.97	\$2,201.54	\$550.39
		AstraZeneca	00186074382	PRILOSEC	PRILOSEC	CAP 40MG CR	\$6,350.81	1000	\$6.35	\$1,974.03	\$494.76
		AstraZeneca	00186074394	PRILOSEC	PRILOSEC	CAP 40MG CR	\$6,350.81	1000	\$6.35	\$1,974.03	\$494.76
		AstraZeneca	00186074404	PULMOCORT	PULMOCORT	SUS 28MG/24M	\$126.00	36	\$4.20	\$3,919,869.04	\$991,184.79
		AstraZeneca	00186074404	PULMOCORT	PULMOCORT	SUS 5MG/24M	\$126.00	30	\$4.20	\$3,532,161.01	\$883,135.67
		AstraZeneca	00186074512	PULMOCORT	PULMOCORT	AER 200MG/C	\$129.43	1	\$129.43	\$1,772,867.72	\$441,653.03
		AstraZeneca	00186074700	RHINOCORT	RHINOCORT	SUS AQUA	\$60.42	1	\$60.42	\$3,116,566.47	\$830,057.59
		AstraZeneca	00186074700	RHINOCORT	RHINOCORT	AER 3MG/C	\$43.31	1	\$43.31	\$602,283.07	\$157,205.19
		AstraZeneca	00186074706	RHINOCORT	RHINOCORT	SUS AQUA	TRD		\$78.70	\$154,077.53	\$41,024.71
		AstraZeneca	00310027210	SEROQUEL	SEROQUEL	TAB 20MG	\$505.61	100	\$5.06	\$7,977,898.76	\$1,995,327.73
		AstraZeneca	00310027110	SEROQUEL	SEROQUEL	TAB 10MG	\$268.01	100	\$2.68	\$6,278,319.75	\$1,565,765.18
		AstraZeneca	00310027510	SEROQUEL	SEROQUEL	TAB 25MG	\$147.26	100	\$1.47	\$6,068,216.54	\$1,526,167.56
		AstraZeneca	00310027480	SEROQUEL	SEROQUEL	TAB 30MG	\$433.14	60	\$7.22	\$1,964,593.13	\$490,209.98
		AstraZeneca	00310027480	SEROQUEL	SEROQUEL	TAB 40MG	\$433.14	60	\$7.22	\$1,964,593.13	\$490,209.98
		AstraZeneca	00186108205	TOPROL	TOPROL	TAB 10MG	\$97.95	100	\$0.98	\$3,060,778.00	\$787,725.02
		AstraZeneca	00186108005	TOPROL	TOPROL	TAB 50MG	\$65.20	100	\$0.55	\$2,658,920.88	\$608,089.67
		AstraZeneca	00186108405	TOPROL	TOPROL	TAB 20MG	\$195.88	100	\$1.95	\$1,830,514.42	\$465,084.20
		AstraZeneca	00186108505	TOPROL	TOPROL	TAB 25MG	\$55.20	100	\$0.55	\$761,398.40	\$195,004.45
		AstraZeneca	0031004210	ZESTORETIC	ZESTORETIC	TAB 20-12.5	\$128.71	100	\$1.28	\$4,527,860.81	\$116,924.31
		AstraZeneca	0031004510	ZESTORETIC	ZESTORETIC	TAB 20-25MG	\$128.71	100	\$1.30	\$4,227,769.02	\$109,810.49
		AstraZeneca	0031014410	ZESTORETIC	ZESTORETIC	TAB 10-12.5	\$113.39	10	\$1.14	\$2,125,594.09	\$55,779.00
		AstraZeneca	00310031410	ZESTRIL	ZESTRIL	TAB 40MG	\$165.12	100	\$1.55	\$1,025,520.38	\$273,346.92
		AstraZeneca	00310031410	ZESTRIL	ZESTRIL	TAB 20MG	\$113.59	100	\$1.14	\$982,777.83	\$255,007.14
		AstraZeneca	00310031410	ZESTRIL	ZESTRIL	TAB 10MG	\$105.10	100	\$1.06	\$953,561.00	\$250,278.18
		AstraZeneca	00310031410	ZESTRIL	ZESTRIL	TAB 5MG	\$102.76	100	\$1.03	\$452,349.25	\$119,184.43
		AstraZeneca	0031003310	ZESTRIL	ZESTRIL	TAB 30MG	\$160.81	100	\$1.51	\$27,430.32	\$7,374.76
		AstraZeneca	0031003310	ZESTRIL	ZESTRIL	TAB 25MG	\$660.53	100	\$0.59	\$74,386.38	\$19,574.76
		AstraZeneca	0031003314	ZESTRIL	ZESTRIL	TAB 10MG	\$1,054.07	1000	\$1.05	\$4,750.31	\$1,109.85
		AstraZeneca	00310033234	ZESTRIL	ZESTRIL	TAB 20MG	\$1,224.89	1000	\$1.12	\$5,628.96	\$1,426.41
		AstraZeneca	00310033234	ZESTRIL	ZESTRIL	TAB 5MG	\$1,016.74	1000	\$1.02	\$5,500.95	\$1,325.00
		AstraZeneca	0031013173	ZESTRIL	ZESTRIL	TAB 10MG	\$8,119.75	3000	\$1.04	\$53,533.80	\$13,393.24
		AstraZeneca	0031013273	ZESTRIL	ZESTRIL	TAB 20MG	\$8,340.44	3000	\$1.11	\$1,307.93	\$344,660.00
		AstraZeneca	0031013273	ZESTRIL	ZESTRIL	TAB 20MG	\$8,340.44	3000	\$1.11	\$1,307.93	\$344,660.00
		AstraZeneca	00310056130	ZOLADEX	ZOLADEX	INJ 10.8MG	\$1,408.98	1	\$1,408.98	\$45,431.20	\$10,487.55
		AstraZeneca	00310056130	ZOLADEX	ZOLADEX	INJ 9.6MG	\$1,408.98	1	\$1,408.98	\$28,551.02	\$7,226.54
		AstraZeneca	003101021023	ZOMIG	ZOMIG	TAB 2.5MG	\$88.19	6	\$14.70	\$518,767.19	\$129,693.21
		AstraZeneca	003101021125	ZOMIG	ZOMIG	TAB 5MG	\$88.19	6	\$14.70	\$56,752.48	\$12,157.60
		AstraZeneca	003101020926	ZOMIG	ZOMIG	TAB 2.5 MG	\$88.19	6	\$14.70	\$58,498.68	\$12,082.02

EXHIBIT A

Defendant Manufacturer Group	Individual Defendant	Formula/Code	Drug Type	Drug w/ Dose	Equivalent mg	Quantity	Product Part Number/Active Ingredient	Total Amount	NYC State
AVENTIS GROUP	Aventis Pharm	00088109047	ALLEGRA-D	ALLEGRA-D TAB 60-120ER	\$132.36	100	\$1.32	\$2,354.200 62	\$654,072.18
	Aventis Pharm	00088109055	ALLEGRA-D	ALLEGRA-D TAB 60-120ER	\$661.94	500	\$1.32	\$54,321.30	\$4,747.09
	Aventis Pharm	0003022310	ALMARYL	AMARYL TAB 4MG	\$61.47	100	\$0.07	\$1,391,361.05	\$415,545.62
	Aventis Pharm	0003022310	ALMARYL	AMARYL TAB 4MG	\$61.47	100	\$0.46	\$396,363.46	\$103,473.69
	Aventis Pharm	0003022310	ALMARYL	AMARYL TAB 1MG	\$26.62	100	\$0.49	\$87,269.78	\$22,523.44
	Aventis Pharm	00088109055	ANZEMET	ANZEMET TAB 20MG/ML	\$118.08	6	\$19.08	\$165.44	\$41.36
	Aventis Pharm	00088109059	ANZEMET	ANZEMET TAB 100MG	\$381.20	5	\$76.24	\$71,467.01	\$18,563.94
	Aventis Pharm	00088109055	ANZEMET	ANZEMET TAB 100MG	\$381.20	5	\$76.24	\$45,369.97	\$11,280.01
	Aventis Pharm	000881090205	ANZEMET	ANZEMET TAB 50MG	\$287.80	5	\$57.52	\$2,846.17	\$661.54
	Aventis Pharm	000881090229	ANZEMET	ANZEMET TAB 50MG	\$287.80	5	\$57.52	\$3,551.12	\$3,647.06
	Aventis Pharm	000881090244	ANZEMET	ANZEMET TAB 50MG	\$287.80	5	\$57.52	\$3,551.12	\$3,647.06
	Aventis Pharm	00088216130	ARAVA	ARAVA TAB 20MG	\$272.46	30	\$9.08	\$1,280,007.55	\$332,692.67
	Aventis Pharm	00088216103	ARAVA	ARAVA TAB 10MG	\$272.46	30	\$9.08	\$191,449.08	\$49,711.05
	Aventis Pharm	00088216203	ARAVA	ARAVA TAB 100MG	\$272.46	30	\$9.08	\$814,327.80	\$203,582.45
	Aventis Pharm	00075015330	AZMACORT	AZMACORT AER 100MCG	\$61.58	1	\$66.56	\$2,212,576.23	\$562,387.49
	Aventis Pharm	00088115330	COPAXONE	COPAXONE 20MG INJECTION KIT	TBD	1	TBD	\$708,370.53	\$180,741.52
	Aventis Pharm	00088115013	COPAXONE	COPAXONE 20MG INJECTION KIT	\$1,073.38	32	\$31.23	\$323,092.02	\$159,605.05
	Aventis Pharm	00075002600	DDAVP	DDAVP TAB 0.2MG	\$303.00	100	\$3.03	\$1,361,405.54	\$360,360.66
	Aventis Pharm	00075245201	DDAVP	DDAVP SOL 0.01%	\$161.06	1	\$161.06	\$364,925.84	\$51,124.72
	Aventis Pharm	00075016100	DDAVP	DDAVP TAB 0.1MG	\$246.50	100	\$2.47	\$142,604.55	\$35,543.42
	Aventis Pharm	00075245153	DDAVP	DDAVP TAB 0.1MG	\$270.00	1	\$270.00	\$18,503.00	\$4,356.75
	Aventis Pharm	00075245001	DDAVP	DDAVP SOL 0.01%	TBD	TBD	\$16.67	\$16,67.61	\$4,356.13
	Aventis Pharm	00075245101	DDAVP	DDAVP INJ 4MG/0.1ML	\$266.70	10	\$26.67	\$11,876.98	\$3,004.92
	Aventis Pharm	00075245002	DDAVP	DDAVP SOL 0.01%	TBD	TBD	\$6,343.63	\$1,622.64	
	Aventis Pharm	00088110755	ALLEGRA	ALLEGRA TAB 60MG	\$591.78	500	\$1.18	\$52,417.56	\$8,320.03
	Aventis Pharm	00088110947	ALLEGRA	ALLEGRA TAB 180MG	\$228.74	100	\$2.26	\$3,504,913.35	\$1,003,431.14
	Aventis Pharm	00088110747	ALLEGRA	ALLEGRA TAB 80MG	\$18.36	100	\$1.18	\$1,445,117.23	\$387,391.49
	Aventis Pharm	00088110847	ALLEGRA	ALLEGRA TAB 30MG	\$65.15	100	\$0.65	\$103,869.80	\$26,376.75
	Aventis Pharm	00088110855	ALLEGRA	ALLEGRA TAB 180MG	\$1,286.27	500	\$2.58	\$44,238.63	\$12,166.63
	Aventis Pharm	00088110255	ALLEGRA	ALLEGRA CAP 60MG	\$961.59	500	\$1.18	\$54,694.43	\$9,298.87
	Aventis Pharm	00088110755	ALLEGRA	ALLEGRA TAB 60MG	\$591.78	500	\$1.18	\$52,417.56	\$8,320.03
	Aventis Pharm	00088222033	LANTUS	LANTUS INJ 100U/ML	\$46.99	1	\$46.99	\$1,574,493.62	\$441,559.91
	Aventis Pharm	00075016100	LOVENOX	LOVENOX INJ 60/0.8ML	\$361.40	10	\$36.14	\$1,977,565.01	\$276,956.90
	Aventis Pharm	000750162260	LOVENOX	LOVENOX INJ 80/0.8ML	\$450.90	10	\$45.09	\$524,757.09	\$73,170.92
	Aventis Pharm	000750162300	LOVENOX	LOVENOX INJ 100/1ML	\$612.30	10	\$61.23	\$707,078.40	\$179,025.03

EXHIBIT A

EXHIBIT A

Defendant Manufacturer Group	Item Number	Product Name	Formulation	Strength	Dose/Unit	Dose/Unit/Strength	Quantity	Unit Price	Total Amount	Product Method	NC Share
Bayer	00555083302	WARFARIN	WARFARIN	TAB 5MG	\$63.59	\$100	\$0.64	\$40.879.05	\$113,290.34		
Bayer	00555083202	WARFARIN	WARFARIN	TAB 2.5MG	\$62.84	100	\$0.63	\$25.450.93	\$64,213.61		
Bayer	00555083002	WARFARIN	WARFARIN	TAB 2MG	\$60.99	100	\$0.61	\$17.024.97	\$43,399.24		
Bayer	00555083102	WARFARIN	WARFARIN	TAB 1MG	\$56.34	100	\$0.58	\$14.2017.09	\$36,311.57		
Bayer	00555082802	WARFARIN	WARFARIN	WARFARIN SO TAB 3MG	\$63.07	100	\$0.63	\$130.598.42	\$33,460.31		
Bayer	00555083402	WARFARIN	WARFARIN	TAB 4MG	\$63.52	100	\$0.63	\$10.146.19	\$23,195.39		
Bayer	00555083402	WARFARIN	WARFARIN	TAB 7.5MG	\$63.44	100	\$0.63	\$81.149.16	\$20,845.47		
Bayer	00555082802	WARFARIN	WARFARIN	WARFARIN SO TAB 8MG	\$60.30	100	\$0.59	\$53.812.52	\$13,968.27		
Bayer	00555083002	WARFARIN	WARFARIN	TAB 10MG	\$56.91	100	\$0.67	\$46.320.72	\$12,481.98		
Bayer	00555083303	WARFARIN	WARFARIN	TAB 5MG	\$536.61	1000	\$0.60	\$31.270.73	\$2,959.42		
Bayer	00555083505	WARFARIN	WARFARIN	TAB 2MG	\$609.23	1000	\$0.61	\$36.420.07	\$1,609.98		
Bayer	00555083203	WARFARIN	WARFARIN	TAB 2.5MG	\$627.95	1000	\$0.63	\$38.041.49	\$1,547.21		
Bayer	00555083105	WARFARIN	WARFARIN	TAB 1MG	\$663.63	1000	\$0.58	\$32.850.52	\$7,123.53		
Bayer	00555083404	WARFARIN	WARFARIN	TAB 4MG	\$632.39	1000	\$0.63	\$31,590.57	\$402.87		
Bayer	00555083504	WARFARIN	WARFARIN	TAB 10MG	\$474.86	500	\$0.95	\$51.13.58	\$126.40		
Bayer	00555083405	WARFARIN	WARFARIN	TAB 7.5MG	\$915.74	1000	\$0.92	\$105.58.34	\$36.09		
TOTAL WARFARIN TOTAL											
WATER											
TOTAL WATER TOTAL											

BAYER CORPORATION											
Product Name	Formulation	Strength	Dose/Unit	Dose/Unit/Strength	Quantity	Unit Price	Total Amount	Product Method	NC Share		
Bayer Pharm	0026858169	AVELOX	AVELOX	TAB 400MG	\$282.70	30	\$9.42	\$93,813.30	\$237,725.54		
Bayer Pharm	0026858141	AVELOX	AVELOX	TAB 400MG	\$47.12	5	\$9.42	\$88,934.01	\$21,908.63		
AVILOX TOTAL											
Bayer Pharm	0026851351	CIPRO	CIPRO	TAB 500MG	\$405.21	100	\$4.95	\$7,245,548.04	\$1,926,401.24		
Bayer Pharm	0026851251	CIPRO	CIPRO	TAB 250MG	\$423.07	100	\$4.23	\$1,082,682.16	\$279,483.27		
Bayer Pharm	0026851110	CIPRO	CIPRO HC	SUS 6TC	\$68.58	1	\$68.58	\$67,692.85	\$256,604.00		
Bayer Pharm	0026851450	CIPRO	CIPRO	TAB 750MG	\$247.63	50	\$4.95	\$32,378.29	\$101,877.74		
Bayer Pharm	0026851110	CIPRO	CIPRO HC	SUS 6TC	TBD		\$33,577.91	\$8,805.98			
Bayer Pharm	0026855335	CIPRO	CIPRO	SUS 10GM/100	\$99.07	1	\$99.07	\$31,001.15	\$7,750.29		
Bayer Pharm	0026855136	CIPRO	CIPRO	SUS 50/100ML	\$84.81	1	\$84.81	\$24,584.21	\$6,486.34		
Bayer Pharm	0026856464	CIPRO	CIPRO	I.V. INJ 40/1%	\$288.12	10	\$28.81	\$2,511.83	\$6,279.58		
Bayer Pharm	0026855403	CIPRO	CIPRO	SOL 400/2%	\$720.29	24	\$30.01	\$24,591.61	\$6,147.95		
Bayer Pharm	0026855103	CIPRO	CIPRO	CIPRO CYSIT TAB 100MG	TBD		\$9,106.64	\$2,357.39			
Bayer Pharm	0026858665	CIPRO	CIPRO	I.V. INJ 120/0.1%	\$463.38	6	\$77.73	\$2,332.96	\$553.24		
Bayer Pharm	002685226	CIPRO	CIPRO	I.V. SOL 200/0.2%	\$374.55	24	\$15.61	\$593.19	\$146.30		
CIPRO TOTAL											
Bayer Pharm	0026854671	GAMMUNE	GAMMUNE	I.V. 5%	\$460.00	1	\$460.00	\$46,666.50	\$22,546.62		
Bayer Pharm	0026854624	GAMMUNE	GAMMUNE	I.V. 5%	\$900.00	1	\$900.00	\$43,699.00	\$108,164.75		
Bayer Pharm	0026854615	GAMMUNE	GAMMUNE	I.V. 10%	\$25.00	1	\$25.00	\$4,456.50	\$1,114.13		
TOTAL BAYER CORP											

EXHIBIT A

Defendant Manufacturer

Defendant/Manufacturer/Group	Product/Item/Description	Company Name	Part Number	Item Description	Standard Amt.	Quantity	Unit Amt.	Facial Unit Per	Total Amount	Net Sales
Biovail Pharm, Inc.	00086717942	CARDIZEM	CARDIZEM CD CAP 240MG	\$205.11	90	\$2.28	\$368.564.07	\$368.564.07	\$368.564.07	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CD CAP 180MG	\$144.58	90	\$1.61	\$169.027.03	\$47.595.98	\$47.595.98	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CD CAP 300MG	\$65.82	90	\$2.85	\$163.706.11	\$34.925.70	\$34.925.70	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CD CAP 180MG	\$50.48	30	\$1.68	\$159.442.14	\$47.595.98	\$47.595.98	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CD CAP 300MG	\$89.67	30	\$2.99	\$127.706.67	\$32.207.28	\$32.207.28	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CD CAP 120MG	\$19.81	90	\$1.33	\$114.618.87	\$28.952.65	\$28.952.65	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CD CAP 240MG	\$68.46	30	\$2.28	\$106.161.18	\$27.424.76	\$27.424.76	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CD CAP 120MG	\$40.61	30	\$1.35	\$57.765.22	\$16.958.55	\$16.958.55	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM TAB 60MG	\$86.17	100	\$0.86	\$41.324.60	\$10.365.68	\$10.365.68	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM TAB 30MG	\$54.91	100	\$0.55	\$50.611.82	\$7.691.71	\$7.691.71	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM CAP 50MG SR	\$115.50	100	\$1.16	\$11.697.98	\$2.977.60	\$2.977.60	
Biovail Pharm, Inc.	00086817942	CARDIZEM	CARDIZEM TAB 120MG SR	\$50.57	100	\$1.51	\$11.840.04	\$2.910.01	\$2.910.01	
Biovail Pharm, Inc.	00086817947	CARDIZEM	CARDIZEM CAP 60MG SR	\$101.09	100	\$1.01	\$10.988.81	\$2.734.61	\$2.734.61	
Biovail Pharm, Inc.	00086817947	CARDIZEM	CARDIZEM TAB 80MG	\$21.18	100	\$1.21	\$10.984.39	\$2.716.40	\$2.716.40	
Biovail Pharm, Inc.	00086817947	CARDIZEM	CARDIZEM TAB 120MG	\$158.62	100	\$1.59	\$4.801.68	\$1.192.08	\$1.192.08	
Biovail Pharm, Inc.	00086817947	CARDIZEM	CARDIZEM TAB 30MG	\$59.88	500	\$0.54	\$2.861.34	\$641.34	\$641.34	
Biovail Pharm, Inc.	00086817947	CARDIZEM	CARDIZEM TAB 60MG	\$423.15	500	\$0.85	\$151.53.58	\$403.40	\$403.40	
Biovail Pharm, Inc.	00086817949	CARDIZEM	CARDIZEM CD CAP 180MG	\$9,37.85	500	\$1.61	\$48.52	\$12.13	\$12.13	
Cardizem Total										
Biovail Pharm, Inc.	00117309934	ZOVIKAX	ZOVIKAX OIN 5%	\$74.89	1	\$74.89	\$72.194.229.14	\$919.613.57	\$919.613.57	
Biovail Pharm, Inc.	00117309934	ZOVIKAX	ZOVIKAX OIN 5%	\$24.24	1	\$24.24	\$50.621.67	\$527.657.67	\$527.657.67	
Biovail Pharm, Inc.	00117309435	ZOVIKAX	ZOVIKAX TAB 800MG	\$56.05	100	\$0.56	\$57.217.06	\$16.759.28	\$16.759.28	
Biovail Pharm, Inc.	00117309435	ZOVIKAX	ZOVIKAX TAB 400MG	\$271.56	100	\$2.72	\$57.779.98	\$13.677.98	\$13.677.98	
Biovail Pharm, Inc.	00117309435	ZOVIKAX	ZOVIKAX TAB 200MG	\$199.94	100	\$1.40	\$24.756.92	\$5.982.41	\$5.982.41	
Biovail Pharm, Inc.	00117309435	ZOVIKAX	ZOVIKAX 5% OINTMENT	\$74.89	1	\$74.89	\$22.068.10	\$5.493.68	\$5.493.68	
Biovail Pharm, Inc.	00117309535	ZOVIKAX	ZOVIKAX SUR 200/5ML	\$121.74	1	\$12.74	\$8.951.55	\$2.271.44	\$2.271.44	
Zovikax Total										
Cardizem & Zovikax Total										
BMS GROUP										
BMS	00015321430	PARAPLATIN	PARAPLATIN INJ 180MG	\$390.30	1	\$390.30	\$384.670.71	\$101.374.77	\$101.374.77	
BMS	20015321310	PARAPLATIN	PARAPLATIN INJ 450MG	\$130.11	1	\$130.11	\$144.954.33	\$38.950.44	\$38.950.44	
BMS	00015321529	PARAPLATIN	PARAPLATIN INJ 50MG	TBD	TBD	\$60.00	\$17.62	\$17.62	\$17.62	
BMS	00015321329	PARAPLATIN	PARAPLATIN INJ 50MG	TBD	TBD	\$154.81	\$364.77	\$364.77	\$364.77	
BMS	00015347630	TAXOL	TAXOL INJ 100/17ML	\$608.76	1	\$603.16	\$455.081.78	\$130.886.91	\$130.886.91	
BMS	00015347631	TAXOL	TAXOL INJ 300/65ML	\$121.25	1	\$121.25	\$433.355.43	\$14.677.43	\$14.677.43	
BMS	00015347630	TAXOL	TAXOL INJ 300/65ML	\$182.63	1	\$182.63	\$29.029.42	\$1.000.00	\$1.000.00	
BMS	00015347630	TAXOL	TAXOL INJ 300/65ML	TBD	TBD	\$81.01	\$2.175.42	\$2.175.42	\$2.175.42	
BMS	00087277531	AVALIDE	AVALIDE TAB 150-12.5	\$51.95	30	\$1.73	\$551.555.30	\$145.139.30	\$145.139.30	
BMS	00087277531	AVALIDE	AVALIDE TAB 300-12.5	\$54.02	30	\$1.80	\$151.597.60	\$16.370.11	\$16.370.11	
BMS	00087277532	AVALIDE	AVALIDE TAB 300-12.5	\$155.83	90	\$1.73	\$222.584.66	\$27.207.77	\$27.207.77	
BMS	00087277532	AVAPRO	AVAPRO TAB 150MG	\$162.05	90	\$1.80	\$180.516.23	\$46.174.90	\$46.174.90	
BMS	00087277231	AVAPRO	AVAPRO TAB 150MG	\$129.65	90	\$1.44	\$84.587.26	\$149.332.41	\$149.332.41	
BMS	00087277231	AVAPRO	AVAPRO TAB 150MG	\$43.21	30	\$1.44	\$569.442.97	\$149.332.41	\$149.332.41	